

NORTH CAROLINA INDUSTRIAL COMMISSION  
RALEIGH, NORTH CAROLINA

RELEASE OF TORT CLAIM UNDER GENERAL STATUTE's 143-291 *et seq.*  
I.C. File No. TA-26535; A.G. File No. TC-17-02336

KNOW ALL MEN BY THESE PRESENTS, That I, WAYNE HUGHES, Individually and as [REDACTED] Legal Guardian, and Guardian ad Litem of [REDACTED] (Plaintiff), being over 18 years of age, for the sole consideration of \$375,000.00 (Three hundred and seventy-five thousand dollars), to be paid by the State of North Carolina and the North Carolina Department of Health and Human Services, the payment whereof being made under the provisions of General Statutes 143-291 *et seq.*, do hereby release and discharge and by these presents do for myself, ourselves, my, our heirs, executors, administrators and assigns release and forever discharge the State of North Carolina, the North Carolina Department of Health and Human Services, and their current and former officers, employees, servants, and agents, individually and officially, including but not limited to, Pam Kuhno, Barbara Moore, Darrion Smith, Felicia Thompson, and all other persons and entities, of and from any and all claims, demands, damages, actions, and causes of action of whatever kind or nature, on account of the incident that occurred on the 24<sup>th</sup> day of July, 2015, at the Therapeutic Respite Address Crises for Kids program at the Murdoch Center in Butner, North Carolina.

Plaintiff also acknowledges and agrees that all medical bills or other expenses of any kind or nature whatsoever incurred as a result of injuries sustained in said incident have been paid or will be paid out of these proceeds and Plaintiff agrees to indemnify and hold harmless the parties released hereby from any claims by any person or entity seeking the recovery of unpaid medical bills and other expenses. Plaintiff further acknowledges that no lien by any third party exists on the proceeds of this settlement, or that if any valid lien exists, Plaintiff agrees to pay the lien out of proceeds of this settlement, and agrees to indemnify and hold harmless the parties being released from any claims by any person or entity seeking the recovery of or enforcement of such liens.

Plaintiff further hereby agrees to indemnify and save harmless the released parties of and from any and all claims of any sort from any party claiming to be subrogated or to have any other type of legal or equitable claim to the proceeds or any part of the proceeds paid in exchange for this release. This indemnification extends to and includes indemnification from all costs and attorney fees that might be incurred as a result of such claim.

Plaintiff further warrants and represents that there are no existing liens in favor of any health service provider from which payment is due from the settlement proceeds described above or for which a claim exists by virtue of medical services provided to Plaintiff; or in the event that such liens or claims do exist, Plaintiff warrants and represents that such valid liens shall be fully compromised, settled, paid, or otherwise satisfied by express agreement with any such health service provider prior to the distribution of the settlement proceeds referred to herein. In the event that any of the released entities shall incur expense or sustain any monetary damage as a result of any valid claim made by such health care provider, insurance carrier or worker's compensation carrier (or any entity with any such subrogated claim) against the entities released relating to such liens, Plaintiff does hereby agree to save and hold harmless the State of North Carolina and the North Carolina Department of Health and Human Services, and all of their past, present and future officers, employees, servants, and agents individually and officially from any and all reasonable costs, damages, interest, payments, or expense of any nature whatsoever they may incur or be compelled to pay as a result of any valid claim by such health care provider.

Furthermore, Plaintiff expressly acknowledges that [REDACTED] has an independent legal obligation under 42 C.F.R. § 411.24(h), as currently in effect or hereinafter modified, to satisfy any Medicare lien or interest, which [REDACTED] agrees is the sole and separate obligation of Plaintiff. Plaintiff will indemnify and will save and hold harmless the released entities for any failure of Plaintiff to comply with payment requirements for any and all medical, hospital or other treatment liens required by State or Federal law to be paid. Plaintiff will indemnify and will save and hold harmless the released entities for any valid claim that Medicare, Medicaid or other lien holder may have against them. Plaintiff recognizes and understands that because of this settlement, Medicare, Medicaid or other healthcare insurers or payers may refuse to pay for future medical care for the claimed injuries, and that any such refusal in no way affects or modifies the terms of this agreement.

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Plaintiff understands that this release is made as compromise to avoid expense and to terminate all controversy and/or claims for injuries or damages of whatever nature, known or unknown, including future developments thereof, in compromise of a disputed claim, and it is therefore specifically agreed that this release shall be a complete bar to all claims or suit for injuries or damages of whatsoever nature resulting or to result from said incidents. Plaintiff hereby agrees to file a Notice of Voluntary Dismissal with Prejudice of this action within 15 days of the receipt of the proceeds of this settlement.

IN WITNESS WHEREOF, We, have hereunto set my, our, hand(s), this 17 day of July, 2018.

Defendant's Attorney

Zachary Padgett

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Plaintiff's Attorney

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Plaintiff

Wayne Hughes

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Approved

Industrial Commission